

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

AT&T Communications of Illinois, Inc.,)	
TCG Illinois and TCG Chicago)	
)	
Petition for Arbitration of Interconnection Rates)	03-0239
Terms and Conditions and Related Arrangements)	
With Illinois Bell Telephone Company d/b/a SBC)	
Illinois Pursuant to Section 252(b) of the)	
Telecommunications Act of 1996)	

DIRECT TESTIMONY

OF

MARCIA STANEK

ON BEHALF OF

SBC ILLINOIS

EXHIBIT 14.0

Dated: May 20, 2003

03-0239
SBC Ill. 14.0
M. Stanek
6-18-03

ISSUE
ROW 1

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

2 A. Marcia Stanek, Area Manager, Illinois Bell Telephone Company ("SBC Illinois"), 350 N.
3 Orleans Street, Chicago, Illinois 60654.

4 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**
5 **BACKGROUND AND YOUR CURRENT JOB RESPONSIBILITIES.**

6 A. I have a B.A. from Smith College and an M.B.A. from Keller Graduate School of
7 Management. In 1979 I joined Illinois Bell where I have held various assignments in
8 both retail and wholesale Marketing, as well as in the Regulatory Department. My
9 current position is in Network Regulatory Policy and Planning. I have been responsible
10 for issues related to pole, duct, conduit and right-of-way arrangements with third party
11 attachers since 1994.

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. The purpose of my testimony is to explain SBC Illinois' position with regard to a pole,
14 duct, conduit and right-of-way issue in dispute in the arbitration proceeding between
15 AT&T Communications of Illinois, Inc. ("AT&T") and SBC Illinois. The issue in
16 dispute is whether SBC Illinois is obligated to allow AT&T to perform make ready work
17 on SBC Illinois poles and conduit ("Structure"). Specifically, AT&T wants to exclude
18 the following language from Sections 1.6.17 and 1.7.12 of the Appendix to Article XVI:
19 "AT&T will not be allowed to perform any Make Ready Work that is required to be
20 performed by Ameritech employees pursuant to Ameritech collective bargaining
21 agreements."

22 **Q. PLEASE DEFINE MAKE READY WORK.**

23 A. Make ready is any work required to prepare Structure for a requesting party's
24 attachments. A few examples of make ready work is installing a higher pole,

enlarging a manhole, adding ducts to a conduit run. Access to Structure is not granted until make ready is completed, at which time the requesting party receives an occupancy permit and is free to install attachments.

Q. WHAT IS SBC ILLINOIS' POSITION REGARDING PERFORMANCE OF MAKE READY WORK ON ITS STRUCTURE?

A. SBC Illinois has two objections. First, SBC Illinois has no legal obligation to allow AT&T to do make ready work on its Structure. SBC Illinois, not AT&T, owns the Structure, and AT&T has no right to modify SBC Illinois property. Of course, AT&T is free to install and maintain its facilities that are placed in and on our Structure. It simply cannot *modify* the Structure itself. Second, if SBC Illinois is required to permit CLECs to perform make ready work on its Structure, SBC Illinois could be in violation of its obligations to its union workers under its collective bargaining agreement. SBC Illinois should not be required to include language in the interconnection agreement that could create this type of serious issue under its collective bargaining agreement.

Q. PLEASE DISCUSS THE FIRST OBJECTION THAT SBC ILLINOIS HAS TO THIS PROPOSED LANGUAGE.

A. *In the Matter of Cavalier Telephone, LLC v. Virginia Electric and Power Company, File No. PA 99-005* (rel. Jun. 7, 2000), the FCC held that it was not prepared to order the electric company to permit the CLEC to use third-party contractors to perform make ready work on its Structure. "While we agree that the use of multi-party contractors is an efficient means to accomplish make ready work, and we encourage Respondent to consider that alternative, we are not ready to order Respondent to proceed with that method." (Paragraph 18) As this Bureau Order makes clear, CLECs do not have the right to perform make ready work through their own employees or their own contractors. Rather, the owner of the Structure performs the make ready necessary to accommodate

the CLEC's attachments. This is exactly what SBC Illinois does for AT&T and all other CLECs. Intervals for completion of make ready for CLEC proposed attachments are the same as intervals for make ready required by SBC Illinois proposed attachments.

Q. WHAT IS THE STATUS OF THE CAVALIER CASE TODAY?

At the request of the parties in the dispute, the FCC vacated the Jun. 7, 2000 Order in File No. PA-99-005, DA 02-3319 (rel. Dec. 3, 2002). However, this vacatur does not change my point that the FCC has been unwilling to permit CLECs to perform their own make ready work. In paragraph 19 of the vacatur Order the FCC states: "We wish to emphasize, however, that our decision to vacate the *June 7 Bureau Order* does not reflect any disagreement with or reconsideration of any of the findings or conclusions contained in the *June 7 Bureau Order*."

Q. PLEASE ADDRESS AT&T'S CLAIMS THAT AN UNIDENTIFIED FCC RULE, AFFIRMED BY THE U.S. COURT OF APPEALS, PROHIBITS STRUCTURE OWNERS FROM REQUIRING CLECS TO USE THE STRUCTURE OWNER'S WORKERS TO DO MAKE READY WORK. (NOORANI DIRECT AT 666.)

A. I am not surprised that AT&T does not offer any cites to support this contention, as I am unaware of any such rulings. The only FCC case relevant to the issue of who performs make ready is the *Cavalier* case cited previously, in which the FCC agreed with SBC Illinois' position.

Q. MOVING ON TO YOUR SECOND POINT, IS MAKE READY WORK ON SBC ILLINOIS STRUCTURE INCLUDED AMONG JOB DUTIES OF SBC ILLINOIS UNIONIZED EMPLOYEES?

A. Yes. The International Brotherhood of Electrical Workers ("IBEW") represents the workers at SBC Illinois that perform make ready work on SBC Illinois Structure. It is these very functions that would be performed by AT&T under the AT&T proposal. If AT&T (or its contractor) is doing the work – SBC Illinois IBEW members will not.

77 **Q. PLEASE EXPLAIN WHY THE IBEW COLLECTIVE BARGAINING**
78 **AGREEMENT IS RELEVANT TO THE MAKE READY ISSUE IN DISPUTE.**

79 A. The collective bargaining agreement states that SBC Illinois IBEW work can only be
80 done by others (with some restrictions) if such work was customarily done by others
81 under previous collective bargaining agreements. Make ready work on SBC Illinois
82 Structure to accommodate CLEC attachments have not customarily been done by others.
83 Therefore, AT&T wants SBC Illinois to engage in a practice that may violate a provision
84 of the collective bargaining agreement. Moreover, a challenge from the IBEW on this
85 issue would be costly and time consuming for SBC Illinois.

86 **Q. HOW DOES AT&T RESPOND TO THIS CONCERN?**
87

88 A. Mr. Noorani says that it is not an issue, because the collective bargaining agreement
89 between SBC Illinois and its unions should only apply to work performed by the union
90 members for SBC Illinois and should not be "foisted" on AT&T. (Noorani Direct at 662).
91 This is an overly narrow view that does not take into account the reality that modern
92 labor agreements can (and often do) have impacts on parties other than the employer and
93 the union. In this situation, SBC Illinois union members have been performing this work
94 for SBC Illinois, and AT&T is attempting to change that by taking the work away. The
95 labor contract clearly has something to say about this situation.

96 **Q. PLEASE COMMENT ON AT&T'S CONTENTION THAT "SBC ILLINOIS IS**
97 **IMPOSING ADDITIONAL COSTS" (NOORANI DIRECT AT 651) BY HAVING**
98 **SBC ILLINOIS LABOR DO MAKE READY.**
99

100 A. AT&T has made no showing that it would be less expensive for them if make ready was
101 done by other than SBC Illinois labor. It is only an assertion that is not backed up with
102 any evidence.

103 **Q. AT&T WITNESS NOORANI REPEATEDLY CLAIMS THAT SBC ILLINOIS**
104 **WANTS TO USE ITS OWN LABOR TO PLACE AT&T'S ATTACHMENTS.**
105 **(E.G., NOORANI DIRECT AT 650) IS THIS THE CASE?**

106 A. No, AT&T's claim is off-base. SBC Illinois does not install or maintain any CLEC
107 attachments. AT&T attachments are the property and responsibility of AT&T, just as
108 SBC Illinois Structure is the property and responsibility of SBC Illinois. Installation and
109 maintenance responsibilities are clearly described in Article XVI, Section 16.4. AT&T
110 is definitely responsible for its own installation and maintenance.

111 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

112 A. Yes, it does.

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Docket No. 03-0239

VERIFICATION

Marcia Stanek, being first duly sworn on oath, deposes and states the following:

1. I am the Area Manager for SBC Illinois.
2. The facts set forth and statements made in my foregoing Direct Testimony are true and correct to the best of my knowledge, information and belief.
3. Further affiant saith not.


Marcia Stanek

STATE OF ILLINOIS
COUNTY OF COOK

Subscribed and sworn to
before me, this 13th day of
June 2003


Notary Public

